



MILWAUKEE COUNTY  
GENERAL MITCHELL INTERNATIONAL AIRPORT  
REQUEST FOR PROPOSAL  
GROUND TRANSPORTATION AUTOMATIC  
VEHICLE IDENTIFICATION & DISPATCH SYSTEM

ISSUED April 22, 2016

Response Due Date: June 3, 2016 at 3:00 p.m.

RFP # 98160014

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## INFORMATION SUMMARY SHEET

Request For Proposal Title:	Ground Transportation AVI & Dispatch System
Request For Proposal Number:	98160014
RFP Issuing Office:	General Mitchell International Airport
RFP Issue Date:	April 22, 2016
Pre-Proposal Meeting:	May 3, 2016 at 9:00 AM
Pre-Proposal Meeting Location:	General Mitchell International Airport Sijan Room* 5300 S. Howell Ave. Milwaukee, WI 53207
	<b>Please contact RFP Administrator for dial-in instructions if you would like to attend by phone.</b>
Deadline for Receipt of Questions:	May 23, 2016 at 5:00PM
RFP Proposal Receipt Deadline:	June 3, 2016 at 3:00 PM
Service Starting Date (Projected):	August 1, 2016
RFP Submission Location:	Milwaukee County Courthouse County Clerk's Office Room 105 901 N. 9th Street Milwaukee, WI 53233
RFP Administrator:	Suzanne Carter Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., 9th Floor Milwaukee, WI 53203
	Phone: 414-223-8112 Email: <a href="mailto:Suzanne.Carter@milwaukeecountywi.gov">Suzanne.Carter@milwaukeecountywi.gov</a>

Proposal can be found on Milwaukee County's website, "Business Opportunity Portal".  
<http://county.milwaukee.gov/bop>

\*The Sijan Room is in the Mitchell Gallery of Flight Museum located on the main level of the Terminal. Park in the hourly parking ramp.

## **GENERAL INFORMATION 1.0**

### **INTRODUCTION**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a contract to supply to General Mitchell International Airport ("GMIA", the "Airport" or the "Department") all the design, hardware, infrastructure, software, installation, configuration, testing, and training necessary for the delivery of a fully operational Automatic Vehicle Identification or similar type system and taxi dispatch (the "AVI System" or "System") as further defined in this document.

Responses to this RFP should be based upon a term of an agreement of ten (10) years after substantial completion of the project (as hereinafter defined) or a longer term as mutually agreed between the parties.

### **SCOPE**

#### **INTRODUCTION**

GMIA is classified by the Federal Aviation Administration (FAA) as a medium hub airport and serves the Milwaukee metropolitan area and surrounding urban, suburban and rural communities of southeastern Wisconsin and northern Illinois.

In 2015 Milwaukee modified its ordinances to allow for an unlimited number of taxicabs to be able to make pickups at GMIA. As part of this ordinance change, GMIA constructed a new taxicab holding lot to accommodate approximately 100 cabs at a given time. Taxicabs use this new lot to queue tail-to-nose in rows and are called to the pick-up area as needed. The pick-up area consists of four holding stalls, a kiosk for the cab drivers to pay their pick up fee, and an attendant that calls cabs as needed. There are currently approximately 300 cab pickups per day. Please see the general GMIA site layout as set forth in Appendix A.

Along with taxicabs, GMIA accommodates various other modes of transportation including limousine service, hotel and private parking lot shuttles, etc. Limousine service currently stages inside the main parking structure adjacent to the terminal. An attendant calls the limousines as needed for pickup.

Beginning March 15, 2016, GMIA began a 90 day trial period with the transportation network companies (TNC) Uber and Lyft to provide passenger pick up service.

Also in March 2016, GMIA selected Uihlein-Wilson Architects to design a new restroom facility at the taxicab hold lot. This work is anticipated to be designed in spring and summer 2016 and constructed in fall and winter 2016-2017. The Proposer selected hereunder shall coordinate with the restroom architect through GMIA to ensure there are no conflicts, to explore mutually beneficial uses, and to place notification monitors within the new building.

#### **SCOPE OF SERVICES REQUESTED**

GMIA seeks a system integrator (the "System Integrator") to supply all the design, hardware, infrastructure, software, installation, configuration, testing and training necessary for the delivery of a fully operational AVI System as defined in this document.

The provided System shall, at a minimum, identify, track, invoice and dispatch vehicles providing pickup and drop off service to the airport. This is to include all required supporting software for tracking, taxi dispatch and billing. The System shall have the ability to expand to other modes of



transportation including limousine service, courtesy buses, external parking providers, etc. GMIA also desires additional System expansion capabilities to include transportation network companies (TNCs) such as Uber and Lyft.

#### 1.01 GENERAL INFO

- A. This document sets forth the requirements for a System Integrator to provide an AVI System with supporting software for tracking, taxi dispatch, and billing at GMIA.
  - 1. The System Integrator shall analyze GMIA current taxi dispatch system and the need for an AVI system. The System Integrator shall work with GMIA to develop an AVI system that meets GMIA's goals and objectives.
  - 2. The System shall serve to dispatch taxis and monitor their progress through the loading process, monitor status of limousines and other ground transportation vehicles, and record billable transactions.
  - 3. For taxi dispatch the System shall maintain a first in, first out queue of all vehicles in the staging lot. It shall also maintain queues for special purpose taxis, such as those with handicap provisions. The System will monitor activities to assure that the desired number of vehicles are available at terminal curbside at all times.
  - 4. The System shall use virtual fence technology to track, monitor and bill TNCs.
  - 5. The System Integrator, in cooperation with GMIA, shall maintain the functionality of the existing cab dispatch system until the time of transition to the new system.
  - 6. The intent of the System is to maximize flexibility and accommodate a wide range of business rules and other future operational considerations.
- B. Role of System Integrator:
  - 1. The System Integrator is responsible for supply of all design, hardware, infrastructure, software, installation, configuration, testing and training necessary for delivery for a fully operational AVI and taxi dispatch as defined in this document.
  - 2. The System Integrator is responsible for routing power, data, and other required infrastructure to accommodate the System.
- C. Quality Assurance:
  - 1. The System Integrator must have been in the business of selling, designing, installing, and maintaining similar systems at airports or other similar passenger terminal facilities for a minimum of three (3) years. The System Integrator must have a minimum of three (3) sites that are actively using the same or similar systems, and the sites must currently be in operation. The System Integrator is required to submit information regarding a minimum of three (3) reference sites that meet these requirements. This reference information shall include the contact name, address, telephone number, and date of original installation for the reference site listed. Additionally, for each reference site detail the features that make it a qualified site (e.g., final System acceptance date, number of display devices, etc.).
  - 2. Manufacturer Qualifications: Firms regularly engaged in the manufacture of Systems, components and accessories as described in this specification, of types, capacities and characteristics required for the intended function. Products must have been in satisfactory use in similar installations for not less than three (3) years.
  - 3. Installer Qualifications: Firms with at least three (3) years of successful installation experience with projects of similar size and environments utilizing

the brands of Systems, equipment and software proposed for this project shall perform the work.

## 1.02 TECHNICAL

- A. System shall consist of all software, programming, labor and materials to implement:
1. Readers, or other methods of tracking vehicles, at the terminal pick up and drop off areas.
  2. Readers, or other methods of tracking vehicles, located at taxicab hold lot entrance and exit.
  3. Readers, or other methods of tracking vehicles, located at the limousine entrance and exit.
  4. All lane control systems to manage traffic through the entrances and exits. GMIA prefers systems that do not require a mechanical movable gate arm barricade.
  5. A way to notify taxicab drivers of queue location and status. This may include large format LED displays within the lot, cell phone text or app notification capabilities, etc.
  6. A way to notify taxicab drivers of queue location and status within the restroom facility (to be built in fall 2016). This shall include a minimum of three TV type displays within the restrooms, and may include cell phone text or app notification capabilities, etc.
  7. Software system for integration of all the hardware components and performing the defined functions.
  8. Direct copper (CAT6) / fiber connections between the roadway readers and/or other infrastructure and GMIA servers. The System Integrator shall coordinate installation with GMIA staff. The System Integrator shall provide all necessary connections.
  9. An electronic queue to eliminate need for tail-to-nose inline taxi parking.
  10. A maintained four taxi queue at the boarding loop taxi area.
  11. An out of sequence dispatch of specialty taxis i.e. wheelchair or larger size.
- B. The network architecture:
- An example AVI System architecture drawing as set forth in Appendix B shows the location and interconnection of the individual components. The System Integrator is responsible to create the actual network architecture drawing showing how it will integrate with our system.
1. Provide either an “on premise” solution or “hosted/cloud” based solution for application, database and internet web servers. The System Integrator shall specify in their proposal the proposed solution. If both solutions are an option the System Integrator shall show the cost difference including ongoing support costs.
    - a. If the System selected is ‘on premise’ the following is required:
      - (1) Use of a single VLAN
      - (2) System Integrator needs to provide a proposal presenting their design concept
      - (3) Virtual Servers are required. No physical servers.
      - (4) Server 2012 or Server 2016 required for server OS
      - (5) Windows 7 or Windows 10 for desktop.
      - (6) GMIA will provide rack space.
  2. The System shall use the Airport’s shared bandwidth Ethernet network. Network configuration and security will be the responsibility of the GMIA IT.
  3. The System Integrator shall coordinate with GMIA IT infrastructure members to develop a design concept. The System Integrator shall connect to GMIA network infrastructure to accommodate the new devices for this project.

C. AVI Detection:

1. AVI readers are located at the cab hold lot, limousine hold area and other ground transportation areas, and terminal loops in such a way that the following information can be collected on all registered vehicles.
  - a. Vehicle has entered the staging lot
  - b. A dispatched vehicle has left the staging lot
  - c. A dispatched vehicle has entered the terminal loop
  - d. A dispatched vehicle has left the terminal loop
2. Among the information that can be deduced or calculated from these data are:
  - a. A registered vehicle, taxi, or limo has made a drop-off
  - b. A dispatched taxi has made a pickup
  - c. An un-dispatched taxi passed through the boarding loop
  - d. A tagged but un-registered vehicle passed through the boarding loop
  - e. A tagged (registered or not) vehicle is loitering in the boarding loop.
  - f. A limo is at the boarding loop curb and not in the parking garage loading zone.
  - g. A vehicle is looping through the boarding loop repeatedly.
  - h. Additional information as desired by GMIA.
  - i. Alarms can be configured on any of these events. Other real-time conclusions are possible as well, and any number of statistical analysis reports can be defined.
3. Transportation Network Companies (TNC)
  - a. Provide auditable, detailed, real-time trip data by company, vehicle, date, time and trip type.
  - b. Define an airport approved Geo-fence for tracking TNC vehicles entering or leaving the terminal or other defined areas.

1.03 HARDWARE

- A. The following AVI hardware to support the Revenue Control and Dispatch System must be included:
1. Multiprotocol RFID readers, or other readers, with wired connectivity to the network/Acceptable manufacturers are:
    - a. Transcore
    - b. Honeywell
    - c. Approved Equal
  2. Lane control at lot entrance lane consisting of an AVI reader and intercom box.
  3. Audio alarm to notify that next cab is up in queue.
  4. A minimum of one large outdoor queue boards – LED Displays. Two or more may be necessary to be viewable by all parked taxis.
  5. A minimum of three TV type displays within the cab lot restroom to be built in late 2016.
  6. Provide a method for system users (taxi drivers, limo drivers, etc.) to make payments on their accounts 24 hours/ day. This method may include a pay station kiosk located at the airport or online payment methods. The method must be PCI compliant.
    - a. If a pay station kiosk is required the system must meet the following:
      - (1) Dual network connections
      - (2) Accept \$5, \$10 and \$20 bills
      - (3) Does not give change
      - (4) Accept credit cards
      - (5) Provided with thru-wall, pedestal, and monument mounting configurations.

#### 1.04 SOFTWARE

- A. The System Integrator shall review GMIA's software requirements and needs to ensure software meets the needs of GMIA. Any proposed software system shall be submitted to GMIA IT staff for review and approval prior to implementation.
- B. The AVI management and dispatch software shall be a fully integrated package operating under native Windows 7 or Windows 10. Server 2012 or Server 2016 required for server OS.
- C. The System will be fully configurable by a trained operator without software development expertise.
- D. The Proposer shall extend system administrator rights to the software to, at a minimum, four (4) GMIA IT administrators as well as two (2) GMIA editor users and five (5) GMIA reader users.
- E. Authentication shall be linked to Microsoft Active Directory or managed by the vendor for assigned username and password required to start the application and for password resets. GMIA IT shall specify the password complexity of the access software.
- F. Password format and complexity shall be under administrator control.
- G. Security shall be based on a Users / Groups / Rights model fully configurable by the administrator, wherein rights of any user can be assigned directly, or by inheriting rights from an assigned group. User rights control what specific users can view, create, or edit in the System.
- H. All access attempts shall be logged.
- I. The System will monitor the status attached hardware devices, such as AVI readers and gate controls. When a malfunction occurs, or data is not received, the System will generate and send a notification to the proper support personnel using existing email Systems.
- J. The System will produce a standard set of reports allowing staff to manage the various System functions, track activity levels and changes in use patterns, set rate formulas and identify violators of policies and regulations.
- K. In addition, the AVI / Dispatch System Integrator will implement ten (10) custom reports to satisfy special needs of GMIA.
- L. An industry standard report writer software package will be included to permit the operator to prepare any additional custom or ad hoc reports they require.
- M. Reports shall be delivered in PDF, email, or Excel as appropriate for the content.
- N. The System will operate in both tracking and dispatch modes simultaneously.
- O. Tracking mode will be used to record the activities of commercial vehicles such as shuttle busses, courtesy vehicles, limousines, and vans as they enter and leave on their own schedule. It tracks their access, records activity, creates charges and performs other System functions as they move about the airport under the established regulations. This data will be available although it is not currently or foreseen to be utilized.
- P. Dispatch will be used to control the movements of taxis on the airport. Taxis will be allowed to drop passengers, but can only pick up fares when dispatched from the holding lot. Dispatch will have both manual and automatic functions to permit dispatch of standard taxis from the lot without operator request, but with manual override for passengers with special requests.
- Q. Account/Vehicle/Driver/Access ID Administration
  - 1. The software will maintain a database of information on each vehicle, company, owner and/or driver registered in the System that can be used to maintain insurance files, violation histories, activity levels, payment data or other key information. The available functions will be:
    - a. Create, Edit, or Inactivate Accounts and Vehicles/Drivers
    - b. Capture driver photos and create Access Identification cards.
    - c. Create or Edit Comments

- d. Create or Edit Permits. If Permits are used for one or more classifications of ground transportation vehicle, this function will allow the System to track the status of the permit process for accounts or vehicles
  - e. Track Insurance Compliance and prepare notification letters of expiration
  - f. Search the System for specific information on Accounts, Vehicles and Access IDs
  - g. Track Infractions through a Citation function
  - h. Maintain an Inventory of tags with a function to "bulk load" all new Access IDs
  - i. View vehicle/driver activity history
  - j. Track Performance Bonds and Tag Deposit activity.
  - k. Revenue Generation
- R. Appropriate charges will be calculated based on individual activity and business rules developed by GMIA. Currently, taxis are billed a fee for each pick up at the curbside. There are no current drop off fees for taxis, limos or buses. GMIA may consider the charging for drop offs in the future and the System must be able to accommodate.
- S. The AVI System will maintain vehicle and operator type in the database rather than relying on operator/vehicle category ID's hard coded into a transponder ID number. AVI transponders will include the airport operator identification (GMIA) either in the encoded transponder data or visibly on the outside of the transponder.
- T. GMIA requires Proposer to contractually provide timely training for each role (System administrator, editor, reader, any other role required by software) to understand how the System works and have and retain required skills for ongoing operations.
- U. GMIA requires Proposer to contractually provide timely support throughout the term, including, without limitation, online technical assistance, 800 line services (list hours), remote diagnostics, and email assistance. The Proposer shall provide a minimum of one hundred (100) hours of support per contract year.
- V. GMIA requires Proposer to contractually provide Maintenance Services to GMIA throughout the term. "Maintenance Services" shall include all Updates to the System's software during the term, as well as all Documentation (as hereinafter defined) and manuals that relate to the Updates. Updates are hotfixes, patches or minor upgrades to the software. GMIA shall further have the right, in its sole discretion, to receive any new versions of the software that the Proposer may release/make generally available to its users from time to time, at the best price then charged by Proposer for such new version. All new versions and Updates provided under this contract will constitute software and be subject to the terms and conditions of this contract.
- W. The Proposer shall provide GMIA with one (1) complete set of Documentation in electronic format (.pdf or otherwise readable by GMIA) and one (1) complete set of Documentation in hard copy format. "Documentation" means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, or technical or other components, features or requirements, of the software.

#### 1.05 INVOICING

- A. The System Integrator shall invoice GMIA monthly or at established payment milestones not to exceed 1 payment application per month.
- B. Payment categories include:
  - 1. Design
  - 2. Construction and installation
  - 3. Support
- C. The Systems Integrator shall invoice for each payment category as follows:



1. Design
  - a. The system integrator may invoice a maximum of four times during design phase. Each invoice shall correspond to a completed milestone. The milestones are listed in 1.06 (design phase) and include 20%, 50% 90% and 100% plans. The system integrator shall complete each milestone prior to invoicing for that portion of the work.
  - b. The milestone percentages correspond to the percentage the System Integrator may invoice for.
    - (1) For example: assuming the design phase total is \$1,000.00. The System Integrator would invoice for \$200.00 when the 20% milestone is reached.
  - c. The total design phase fee shall not exceed the fee agreed upon in the contract documents.
2. Construction and installation.
  - a. The System Integrator shall base construction and installation invoices on the schedule of values provided prior to the start of construction. This schedule of values will include a breakdown of the project into component parts installed as described in section 1.08 (construction).
  - b. For each invoice the System Integrator will specify the number/ quantity of the items installed in that invoice period and the associated price.
  - c. The total construction phase fee shall not exceed the fee agreed upon in the contract documents.
3. Support
  - a. The System Integrator shall invoice for the support phase based on a monthly support fee agreed upon in the contract documents.

#### 1.06 PAYMENT PROCESSES

- A. The Systems Integrator shall work with GMIA to develop a billing and invoicing system.
  1. The Systems Integrator will review the current County billing and invoicing process for the dispatch functions and make recommendations for optimization.
  2. The System shall integrate with the County's future ERP system, to be adopted in 2017 or 2018.
- B. The revenue functions of the System are isolated from the AVI / Dispatch functions, connected only through individual account balances. The System is intended to function primarily through prepayment to client (taxi driver) accounts. Balances are debited by trip activity. As the account balance is drawn down by activity, the client will receive notification in a number of ways. User notification methods may include emails, text messages and/or notifications on entrance to the taxicab hold lot.
- C. Accounts can be replenished via cash, debit or credit card directly to the administration office or via credit card online through the System.
- D. The AVI / Dispatch software will generate all statements necessary for monthly client activity, including invoicing those clients with credit accounts.
- E. Web Services
  1. An internet application shall be provided allowing all taxi, limo and transport operators to view their account status, print reports and make other inquiries.
  2. Drivers will be able to configure account options, such as text (SMS) notification.
  3. Access to the site is only available using assigned usernames or tag numbers and a password chosen by the client.

#### 1.07 DESIGN PHASE

- A. GMIA will provide the System Integrator requested information on data and electrical connections that are available. The System Integrator may need to perform their own investigations, in coordination with GMIA, if gaps in information is identified. See Appendix C for preliminary information regarding data and electrical connections.
- B. GMIA will provide the System Integrator with all other requested information that is reasonably available. The System Integrator may need to perform their own investigations, in coordination with GMIA, if gaps in information are identified.
- C. GMIA will make an attempt to provide limited survey information as requested by the System Integrator. This information can include point elevations and locations of manholes, bollard locations, and other points critical to the project. GMIA will not provide a comprehensive survey of the entire project area. The System Integrator shall provide any needed survey information not provided by GMIA.
- D. The System Integrator shall meet with GMIA Engineer regularly, either in person or via telephone, to discuss project.
- E. The System Integrator shall provide at a minimum the following and allow GMIA five business days to review, comment on and approve plans and specifications.
  - 1. 20% Concept level design.
  - 2. 50% plans and specifications.
  - 3. 90% plans and specifications.
- F. The System Integrator shall invoice for design phase work based on a percentage of design work completed. For example GMIA will pay 20% of the design phase work once the 20% Concept level design is completed. Each invoice shall include an updated project schedule.
- G. The System Integrator shall provide the 100% stamped and signed plans and specification as hard copy and as electronic file in PDF format. Also provide a copy of the plans in AutoCAD format. GMIA's approval of such stamped and signed plans, which shall be given within five business days, shall be required to proceed to construction.

#### 1.08 CONSTRUCTION

- A. General Mitchell International Airport is a twenty four hour facility with customer services and security as top considerations. Because of this, the construction approach to this project must be well thought out in advance and approved by the GMIA Engineer.
- B. The System Integrator shall develop a planned approach for construction and meet with the GMIA Engineer and staff for review and approval of the planned approach for construction. This process may involve multiple meetings to reach a final agreed upon approach. The approach may include some night and off hour work to accommodate site constraints. This approved approach shall become basis that the System is constructed.
- C. The System Integrator shall allow GMIA to oversee and document construction activities. The System Integrator shall notify the GMIA Engineer or construction coordinator in advance of all major work including connection to GMIA infrastructure, installation of readers, monitors, etc. to allow for observation of the work.
- D. The System Integrator shall apply for, secure and comply with all required federal, state and local permits and licenses.
- E. Prior to the start of construction the System Integrator shall provide GMIA a schedule of values that break down costs into component parts. The schedule of values shall list the cost of items in discreet units such as cost per "linear feet", "square yard", "Each", etc.

1. The Contractor will use this schedule of values as a basis for application for construction progress payments. GMIA will only pay progress payments for installed items.
2. Each invoice shall include an updated project schedule.
- F. Prior to the start of construction, the System Integrator shall organize a pre-construction conference on site that should be attended, at a minimum, by GMIA Engineer, GMIA Construction Coordinator, GMIA IT Manager. The meeting agenda will include the following as a minimum:
  1. Correspondence procedures
  2. Roles and responsibilities
  3. Lines of authority
  4. Progress payments
  5. Submittal process
  6. Construction schedule
  7. Weekend, holiday and night work
- G. The System Integrator shall participate in weekly progress meetings either via phone or on site throughout the duration of construction.
- H. The System Integrator shall participate in system launch and lead systems testing and acceptance activities.
- I. Prior to the notice of substantial completion of work the System Integrator shall provide detailed documentation and training guides for the users of the system. They should also provide key system users thorough in person training necessary to operate and manage the System.
- J. Develop and submit for approval documentation regarding administration of functionality, maintenance procedures, software and software configurations, interfaces, and overall system. Provide documentation regarding recommended ongoing staff resources to maintain system operation and optimal function. This documentation should be delivered in an electronic editable format consistent with the Milwaukee County's Software standards.
- K. Upon project completion the System Integrator shall provide project as built plans (PDF and AutoCAD format) and Operation and Maintenance manuals (PDF) to GMIA.

#### 1.09 COMPONENTS

- A. Prior to the commencement of work the System Integrator shall submit cut sheets and all relevant information for all major components to the Engineer for review and approval. The System Integrator shall provide the same components as those listed within their proposal or shall provide the rationale for the deviation from the proposal.

#### 1.10 SPARE PARTS AND WARRANTIES

- A. The System Integrator shall provide a warranty as described herein and within the referenced AIA general conditions.
- B. The System Integrator shall provide technical support for a minimum of ten (10) years starting from date of substantial completion.
- C. The System Integrator shall provide GMIA enough spare parts for standard wear / replacement items to last the anticipated life of the System.
- D. The System Integrator shall provide GMIA with a cost list for spare parts, effective for the term of the contract.

#### 1.11 SCHEDULE

- A. GMIA anticipates the work shall be substantially complete and operational within 120 days of the notice to proceed.

1. GMIA will give preference to earlier substantial completion dates that are thought to be reasonable.
  - a. "Substantial completion" shall mean that the work is sufficiently complete in accordance with the Contract so that GMIA, in its reasonable judgment, can utilize the work as intended and any work remaining shall not limit the basic functionality of the systems.
2. The Proposer's substantial completion dates will become the official schedule for substantial completion in the Contract.

## **RFP ADMINISTRATOR**

The RFP Administrator is:

Suzanne Carter  
Department of Administrative Services  
Procurement Division  
633 W. Wisconsin Ave., 9th Floor  
Milwaukee, WI 53203

Phone: 414-223-8112

Email: Suzanne.Carter@milwaukeecountywi.gov

## **DEFINITIONS**

**The following definitions are used throughout the RFP.**

**Agency/Department** means General Mitchell International Airport.

**Contractor** means any Proposer awarded the contract.

**County** means Milwaukee County.

**Proposer/Vendor/Firm** means a firm submitting a proposal in response to this RFP.

## **PRE – PROPOSAL MEETING**

A pre-proposal conference will be held at a date, time, and location as provided on the Information Summary Sheet. The purpose of this meeting will be to discuss with prospective proposers the work to be performed and to allow them to ask questions arising from their review of the RFP. The pre-proposal meeting is for information only. Any answers furnished will not be official unless verified in writing by the RFP Administrator. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the website via an addendum. The pre-proposal meeting will be the Proposers' only opportunity to personally address questions concerning this RFP. The County encourages participation at the pre-proposal conference of prime subcontractors.

During the pre-proposal conference, attendees may request clarification of any section of the RFP and ask any other relevant questions relating to the RFP.

Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to the RFP Administrator (date and time provided in the Information Summary Sheet) to enable the County to formulate its oral response provided at the conference. No oral or written responses will be given prior to the pre-proposal conference. Again, any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding.

Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms and specifications of the solicitation remain unchanged unless the solicitation is amended in writing. The County at its sole discretion reserves the right to answer or not answer questions submitted by the deadline.

## **QUESTIONS**

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to the RFP Administrator.

Questions sent to anyone other than the RFP Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. The County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by the County will be posted on the County's website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by GMIA. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a Proposer to any County official, employee or representative, whether or not such person is evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Administrator. Any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

## **PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT**

Should any Proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of a Proposer to notify the RFP Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the County's website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form. An amendment or addendum may include an additional acknowledgement that must be included with each Proposer's proposal. Failure to include such required forms may result in disqualification of a proposal.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.



## **FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY**

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. The County will not reimburse for these costs.

## **NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS**

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

## **CODE OF ETHICS**

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

## **ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS**

All information in this RFP, including any addenda, has been developed from the best available sources; however, the County makes no representation, warranty or guarantee as to its accuracy. The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded to other Proposers. The County may waive any requirements that are not material. The County may make an award under the RFP in whole or in part and change any scheduled dates. The County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. The County reserves the right to make changes to and/or withdraw this RFP at any time.

## **MULTIPLE PROPOSALS**

Multiple proposals from a Proposer will not be permitted.

## **PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL**

Each proposal is submitted with the understanding that it is subject to negotiation at the option of the County. However, the County reserves the right to make an award on the basis of the original proposal, without negotiation with any Proposer.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP in the best interests of the County. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a Proposer's compliance with the requirements of the solicitation. The County may use information obtained through site visits, management interviews, Proposer presentations, and the County's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by the County of the final offer to furnish any and all of the services described herein, and upon receipt of any required Federal, State and local government approvals, the parties shall promptly negotiate and execute the final contract documents. The written contract shall bind the Proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

The County reserves the right to accept or reject any and all proposals submitted and/or cancel this RFP in whole or in part if such cancellation is in the best interest of the County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of the County.

## **CONTRACT TERMS AND FUNDING**

The contract shall be between the County and the successful Proposer (known as the "Contractor").

Responses to this RFP should be based upon the term of the agreement of ten (10) years from the date of substantial completion of the System.

Contractor acknowledges that time is of the essence with respect to Contractor's performance hereunder and agrees that prompt and timely performance of all services and other Contractor obligations in accordance with the contract is strictly required.

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty. All Proposers are notified that the County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All Proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

The County contemplates award of a contract resulting from this RFP that reflects payment for fee for services. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by the County.

## **CONTRACT TERMINATION**

The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) days in which to cure a defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. The County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

In the event the Contractor terminates the contract, such termination will require written notice to that effect to be delivered by the contractor to the County not less than ninety (90) days prior to said termination and shall assist and provide for an orderly transition of services.

#### **FEE ADJUSTMENT**

The price established by the Contract shall remain fixed for the term of the Contract and may not be adjusted.

#### **PRICING AND PAYMENT REQUIREMENTS**

Continuance of the Contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty.

All pricing hereunder is, and at all times during the term shall be, the lowest fees, prices and rates contemporaneously charged by Contractor to any of its non-affiliated customers for similar usage of the software and volumes of services of the same or comparable type and scope. If at any time Contractor charges any comparable customer any fee, rate or price for similar volumes of similar (a) usage of software comparable to the software or (b) services comparable to the services provided hereunder, that is lower than the corresponding pricing hereunder, Contractor shall immediately apply such lower pricing, as applicable, for all software and services provided to Licensee. Such lower pricing shall apply retroactively to the date on which Contractor began charging it to such comparable customer.

The increase in the price of support and maintenance services from in a given year during the contract term shall not exceed the increase in the Consumer Price Index (CPI), All Urban Consumers, during the same period.

The County reserves the right to make payments through a Purchasing Card.

#### **AUDIT**

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the contract for a period of up to three (3) years following the date of last payment. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

Any bidder, proposer, contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Milwaukee County Code of General Ordinances. The Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

#### **MINIMUM WAGE RATE**

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance – Minimum Wage.

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of the County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part of full time work for the county a minimum wage rate. This rate is currently established at \$11.68/hour.

As a matter of responsiveness to this RFP, all Proposers must complete 'Attachment C – Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision'. It is the Proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance.

Additional information can be found at:

<http://county.milwaukee.gov/ImageLibrary/Groups/cntyAudit/2014-Reports/MWomemowithExhibitsUpdated3-2-2015.pdf>

[https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI\\_CH111MIWA.html](https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.html)

#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**

Milwaukee County encourages the utilization of Disadvantaged Business Enterprise (DBE)s. Vendor shall comply with all provisions pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable.

#### **EEOC COMPLIANCE**

All Proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment I).

#### **INSURANCE AND INDEMNITY REQUIREMENTS**

All Proposers must agree to the terms set forth on the "Insurance and Indemnity Acknowledgement Form" (Attachment D). This form outlines required insurance requirements for the Contractor related to this acquisition and Proposer's ability and commitment to provide.

#### **EMPLOYEES; PERFORMANCE OF SERVICES**

The Contractor shall utilize as many permanent employees on this contract whenever possible. The Contractor shall utilize only workers that are skilled in the tasks to which they are assigned

and can provide the highest quality of performance consistently on a daily basis. A contractual commitment of dependable, steady service is required.

Contractor shall provide all services hereunder in a timely, skillful, professional and workmanlike manner by qualified personnel exercising care, skill and diligence consistent with best practices in the industry and will devote adequate resources to meet its obligations hereunder, in accordance with the terms and conditions of the contract and the Documentation.

#### **FEDERAL, STATE AND LOCAL REGULATIONS**

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful Proposers will be required to enter into and maintain an agreement with the County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

#### **SECURITY AND BACKGROUND CHECKS**

Security background checks shall be conducted for all employees by the Contractor prior to starting work.

#### **RESPONSIBLE CONTRACTOR POLICY**

The County recognizes that superior service requires service contractors hire well-trained and dedicated staff. Assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover to treat workers fairly and to abide by applicable labor laws. The County supports the development of a healthy business environment. Therefore, the County maintains the following requirement. Contractors shall abide by all applicable local, State and Federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All Proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

#### **DISCIPLINE OR DISCHARGE OF EMPLOYEES**

Any contractor's employee whose employment or performance is objectionable to the county shall be immediately transferred from the premises. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the contractor in regard to employee discipline shall be at the sole discretion of the contractor. The County shall be held harmless in any disputes the contractor may have with the contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.



## **PRIME CONTRACTOR & SUBCONTRACTORS**

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the Proposer must clearly explain their participation in the proposal response documents.

## **COMPLIANCE WITH REGULATIONS AND LAWS**

The successful firm shall comply with all applicable Federal, State, and local laws, regulations and policies including, without limitation, those pertaining to wages and hours of employment.

## **OPERATIONAL WARRANTIES**

The Proposer represents and warrants that the System, shall be new and free from defects in material and workmanship throughout the term of the agreement. In the event of a breach of this warranty, the Proposer will repair or replace the defective materials at no cost to the County.

The Proposer represents and warrants that any and all components shall be new and free from defects in material and workmanship for a period of ten (10) years from the date it is received by the County. In the event of a breach of this warranty, the Proposer will repair or replace the defective materials at no cost to the County.

The Proposer further represents and warrants that it has good title to the System and the components.

Contractor represents and warrants that, as provided by Contractor, no software does or will at any time during the term contain any virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive GMIA of its lawful right to use such software.

Contractor represents and warrants that, when used in GMIA's operating environment in accordance with the Documentation, all software as provided by Contractor will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this contract and the Documentation; and no Update or new version, when installed by Contractor/properly installed by GMIA in accordance with this contract, will have an adverse effect on the functionality or operability of the software.

If the Contractor breaches any of the warranties set forth in Section, Contractor shall, upon written notice from GMIA and at Contractor's sole cost and expense, remedy such breach. In the event Contractor fails to remedy such breach on a timely basis, GMIA shall be entitled to any and all such remedies as may otherwise be available under this contract, at law or in equity. Nothing in this Section shall limit GMIA's right to indemnification.

## **INTELLECTUAL PROPERTY WARRANTIES**

The Proposer represents and warrants that it is and throughout the term will remain the legal and beneficial owner and throughout the term will retain sole and exclusive control (by ownership, license or otherwise) of the entire right, title and interest in and to the System, including the software, System design, and Documentation, including all Intellectual Property Rights relating

thereto; when used by GMIA or any authorized GMIA user of the System, including the software, in accordance with this contract and the Documentation, the System, including the software, System design, and Documentation as delivered or installed by Contractor shall not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party.

The Proposer further represents and warrants that there is no settled, pending or, to its knowledge, threatened litigation, claim or proceeding: (i) alleging that any use of the System, including the System design, software or Documentation in the County does or would infringe, misappropriate or otherwise violate any copyright, patent, trade secret or other Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any part of the System, software or Documentation, or alleging any adverse right, title or interest with respect thereto; (iii) alleging the invalidity, misuse, unregistrability, unenforceability or noninfringement of any copyrights, trade secret rights or patent rights in the System, software or Documentation; or (iv) alleging any third-party infringement, misappropriation or violation of any copyrights, trade secrets or patent rights in the System, software or Documentation, nor, to its knowledge, is any third party infringing, misappropriating or violating, or preparing or threatening to infringe, misappropriate or violate, any copyrights, trade secrets or patent rights in the System, software or Documentation, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding.

Contractor will defend, indemnify and hold GMIA, its elected officials, officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses ("Claim") arising from a third-party action, suit or proceeding to the extent such Claim is based upon an allegation that the System or any part thereof infringes an Intellectual Property Right. Contractor, at its own expense and option may: (i) procure for GMIA the right to continue use of the infringing portion of the System; (2) replace the infringing portion of the System with a non-infringing portion of the System with equivalent or better functionality (in GMIA's judgment); or (3) refund to GMIA a pro-rated portion of the applicable fees for the System based on a linear depreciation monthly over a ten (10) year useful life, in which case GMIA will return to Seller the System and cease all use of it.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

## **PCI COMPLIANCE**

Contractor represents and warrants that for the term of the contract, the System and services used for processing transactions shall be compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>). Contractor agrees to indemnify and hold Contractor, its elected officials, officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of credit card or identity information managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information.

## **ACCEPTANCE TESTING**

Acceptance.

Upon the delivery/installation of the software, GMIA shall conduct tests required to determine whether, and the extent to which: (i) the software conforms to the requirements of this Agreement, including the full operability, integration, interoperability and compatibility of the software with the components and functions of the Operating Environment in accordance with the Documentation; and (ii) the Documentation effectively supports the software, is complete and free of any deficiencies (the "Acceptance Tests").

At least five (5) days prior to the scheduled date of installation of the software, Contractor shall provide to GMIA data suitable for Acceptance Tests ("Test Data"), together with the results Contractor expects to be achieved by processing the Test Data using the software ("Test Estimates"). GMIA shall notify Contractor in writing of any GMIA objections to or requests to revise such Test Data or Test Estimates within five (5) business Days after GMIA's receipt thereof. Any Test Data or Test Estimates for which GMIA fails to provide such written objections or requests within such period will be deemed approved by GMIA.

If any Test Data or Test Estimates are not approved or deemed approved by GMIA, the parties' duly-authorized representatives shall confer to seek agreement to the Test Data and Test Estimates and any proposed amendments thereto.

If the parties agree on the terms of such an amendment, the Test Data or Test Estimates, or Test Data and Test Estimates, as applicable, shall be revised to reflect such amendment and Contractor shall install the software in accordance with such revised criteria.

#### Notices of Completion, Nonconformities and Acceptance.

If Acceptance Tests identify any nonconformities, Contractor, at Contractor's sole cost and expense, shall remedy all such nonconformities and re-deliver the software as promptly as commercially possible and, in any case, within fifteen (15) days following its receipt of GMIA's notice of non-conformity.

#### Failure of Acceptance Tests.

If Acceptance Tests identify any nonconformity in any software after a second or subsequent delivery thereof, or Contractor fails to re-deliver any software on a timely basis, GMIA may, in its sole discretion, by written notice to Contractor: (i) continue the process set forth in this Section; or (ii) accept the nonconforming software, in which case the use / license fee and any related service fees shall be reduced equitably to reflect the value of the software as received relative to the value of the software had it conformed to the requirements and specifications of this contract and the Documentation; or (iii) deem the failure to be a non-curable material breach of the contract and terminate the contract without penalty.

### **SUPPLEMENTARY CONDITIONS**

The Proposer shall comply with all Supplementary Conditions set forth in Appendix D set forth hereto. If there is any conflict between Appendix D hereto and this RFP, the terms and conditions of this RFP shall prevail.

## **PREPARING AND SUBMITTING A PROPOSAL 2.0**

### **GENERAL INSTRUCTIONS**

In an effort to ensure the most efficient and economical service, the County utilizes Competitive Negotiation, or the RFP process, to procure legal services. This process bases the contract award on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors in conjunction with the total cost proposal.

### **INCURRED EXPENSES**

The County shall not be responsible for any cost or expense incurred by the Proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by Proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

### **SUBMITTING A PROPOSAL**

Proposers must submit one (1) original and seven (7) copies of all materials required for acceptance of their proposal in sealed envelopes. Submission must be to the specific location and prior to submission deadline indicated on the "Information Summary Sheet."

All proposals must be time-stamped as accepted by the County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly marked and separated by tabs or otherwise clearly marked. Failure to provide any requested information your proposal will be considered unresponsive.

All proposals shall consist of two submissions, Technical Proposal and Cost Proposal. Each proposal must be submitted in separate envelopes and marked as requested below.

Your responses should be submitted as follows:

#### **Technical Proposal Contents**

Cover Sheet for Technical Proposal (Attachment A)  
Responses to Request(s):  
    Technical Proposal Responses, per pages 30-32  
Vendor Information Sheet (Attachment B)  
Declaration of Commitment to Compliance with Milwaukee County's  
    Minimum Wage Provision (Attachment C)  
Conflict of Interest Stipulation (Attachment E)  
Sworn Statement of Bidder (Attachment F)  
EEOC Compliance (Attachment G)  
Certification Regarding Debarment and Suspension (Attachment H)  
Proprietary Information Disclosure Form (Attachment I)

**Cost Proposal Contents**

Cover Sheet for Pricing Proposal (Attachment J)  
Cost Proposal Submission Form (Attachment K)  
Cost List for Spare Parts ref. in Section 1.10 (Exhibit 1)

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet.

Both Technical and Cost Proposals shall be identified in the lower left corner as follows:

**Technical Proposal**

Request For Proposal Title: (Title as provided on the Information Summary Sheet)  
Request For Proposal Number: (Number as provided on the Information Summary Sheet)  
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

and

**Cost Proposal**

Request For Proposal Title: (Title as provided on the Information Summary Sheet)  
Request For Proposal Number: (Number as provided on the Information Summary Sheet)  
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)



## **PROPOSAL AND AWARD PROCESS 3.0**

### **PRELIMINARY EVALUATION**

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements may result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

### **PROPOSAL SCORING**

An Evaluation Committee will be established by the County to evaluate all responsive proposals and to make a recommendation. A Proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

Proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

Technical Proposal scoring: the Evaluation Committee shall conduct its evaluation of the technical merit of the all Proposer's responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

Cost Proposal scoring: cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to the lowest cost proposal and each subsequent proposal will use the lowest total dollar amount proposed pursuant to the hypotheticals in the cost section of the RFP as a constant numerator and the dollar amount of the Proposer being scored as the denominator. The result then is multiplied by the total number of points provided in the cost section of the RFP. The lowest cost proposal will receive the maximum number of points available for the cost category other cost proposals will receive prorated scores based on the proportion that the costs of the proposals (based on the hypothetical scenarios) that vary from the lowest cost proposal.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of each proposal's average technical score, and cost score. **The County reserves the right to determine that one or more proposals are outside of any competitive range in comparison to other proposals, based on the cost proposals alone, or the total numerical scores.**

Oral presentations may be requested by the County of the highest scoring Proposer(s). If oral presentations are requested, Proposers will be notified of when the presentations are to take place and what information should be provided. The County reserves the right to adjust scoring based on such oral presentations. The County may request the Proposers engage in live testing of the System. The County may request Best and Final Offers from any or all respondents. Best and

Final Offers are a supplement to the original offer. The County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to the GMIA Director as to whose proposal is determined to provide the best value to the County. An award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to the County. Best value describes a competitive, negotiated procurement process in which the County reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A premium is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value. The term "best value" also means the expected outcome of an acquisition that, in the County's estimation, provides the greatest overall benefit in response to its material requirements.

The County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being executed up to and through final action of the County Board of Supervisors and the County Executive.

## **EVALUATION CRITERIA**

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical cost information submitted by each Proposer.

### RFP EVALUATION CRITERIA

Cost Proposal Response	
Cost	15%
Technical Proposal Response	
Qualifications and Experience	35%
Project Approach and Understanding	40%
Schedule	10%

## **RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS**

The County reserves the right to reject any and all proposals.

## **EXCEPTIONS**

Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Contractor. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

## **INTENT TO AWARD**

An Intent to Award will be issued and all Proposers will be notified. The County reserves the right to negotiate with the selected Proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified Proposers to provide the services covered by this RFP.

Prior to execution of any final agreement, GMIA shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

## **INFORMATION RELEASE**

All materials submitted become the property of the County. Any restriction on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Contractor's responsibility to defend the determination in the event of an appeal or litigation, and to pay all costs associated with such defense.

Data contained in a RFP, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of the County.

The County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which Proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment K – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the proposal submitted. The County has the sole right to determine whether designations made by a Proposer qualify as trade secrets under the Wisconsin public records law.

## **APPEAL**

Protests and appeals related to this RFP after issuance of an "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32. Appeal process information is available at [http://www.municode.com/Library/WI/Milwaukee\\_County](http://www.municode.com/Library/WI/Milwaukee_County).

**COST PROPOSAL RESPONSE**

**COST PROPOSAL**

Please complete the attached cost proposal submission forms.

## **TECHNICAL PROPOSAL RESPONSE**

### **Guidelines**

- Each question should be retyped in your proposal with the response immediately following. Questions should be in the same format and order as outlined in this section (e.g., Response to Request A1, Response to Request A2...).
- Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- Responses should reflect your programs, organization, and administrative systems as they currently exist.

### **A. QUALIFICATIONS AND EXPERIENCE**

1. Identify year the vendor was established and number of years the vendor has been in business.
2. List other or former names under which the vendor has operated.
3. Provide a brief profile of the vendor's organization and history.
4. Has the vendor ever failed to complete any work awarded in an RFP process in the past ten (10) years? If yes, explain when and the circumstances.
5. Have there been any judgments, claims, mediation/arbitration proceedings, and/or lawsuits against the vendor or its officers pertaining to its services, in the past five (5) years and/or any such claims that are outstanding? If yes, explain the nature, status and the outcome of the matter(s).
6. Has the vendor filed any lawsuits or requested mediation or arbitration with regard to its services within the last five (5) years? If yes, explain the nature, status and the outcome of the matter(s).
7. Has the vendor received any legal demand letter from clients in the past five (5) years? If yes, explain the nature, status and outcome of the matter(s).
8. As noted above, the vendor must have been in the business of selling, designing, installing, and maintaining similar systems at airports or other similar passenger terminal facilities for a minimum of three (3) years. The vendor must have a minimum of three (3) sites that are actively using the same or similar systems, and the sites must currently be in operation. Please submit information regarding a minimum of three (3) reference sites that meet these requirements. This reference information shall include the contact name, address, telephone number, and date of original installation for the reference site listed. Additionally, for each reference site detail the features that make it a qualified site (e.g., final System acceptance date, number of display devices, etc.).
9. List the vendor's 3-5 key competitive advantages in the market place.
10. Provide a list identifying: (a) each key person on the project team, (b) the Project Manager, (c) the role each will play in the project, and (d) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel without the County's prior written approval. Provide a description of the experience and qualifications of the project team members, including brief resumes. Experience and qualifications of team members should identify specific areas of experience with the project requirements noted in the RFP. Additionally, provide the names and addresses of any



consultants, contractors and/or associates to be used in the project and include the capacity in which they would be used.

**B. SCHEDULE**

1. Provide a detailed project plan and project schedule showing major milestones and estimated time frames. Include the proposed durations of all project milestones listed in the scope of services.

**C. PROJECT APPROACH AND UNDERSTANDING**

1. Operational Questions

- a. Describe the project philosophy, including the Proposer's design process, transition plan, and System implementation. Please provide information on the risks that are involved in transitioning from the existing system to a new system, and how to mitigate those risks. Provide enough detail so that GMLA can be confident that the Proposer understands how to make the transition without impacting revenue.
- b. Describe all project resources (internal and external), including, but not limited to, any technical support or warranties not required by this RFP and all major components to be used with the System (include brand, name, model number, type, etc.).
- c. Identify best practices, issues and challenges the County should anticipate in this implementation and indicate how they are resolved using the vendor's System.

2. System Architecture Questions

- a. Specify as to whether the proposed solution is an "on premise" solution or a "hosted/cloud" based solution for application, database and internet web servers. Describe the proposed system architecture and language in which it is written to include installation and deployment options.
- b. Describe the fundamental design of the software application to include the database structure, connectivity and the method of data entry/user interface.
- c. Describe system administration, to include setup and maintenance, reports administration, disaster recovery and backup.
- d. Describe the training program (including all training options available) and the philosophy behind the training program.
- e. Describe the purchase, licensing, maintenance and other costs model for the vendor's proposed solution.
- f. Describe the method by which the System will enable System users (taxi drivers, limo drivers, etc.) to make payments on their accounts 24 hours/ day. Describe the advantages and disadvantages of the selected method.
- g. Describe the support and maintenance options available.

- h. Explain the vendor's approach to PCI compliance as follows:
  - i. Is the vendor a PCI DSS accredited service provider, and does the vendor hold a PA-DSS certification?
  - ii. Provide guidance and clarification on how responsibilities for PCI DSS requirements will be shared between Milwaukee County and any third-party service provider, as well as a sample PCI DSS responsibility matrix that can assist the County in determining who will be responsible for each specific control area.
  - iii. Clearly articulate what PCI DSS controls the vendor will address and what will be left to the County.
  - iv. Please clarify the vendor's reporting practices, breach notification and incident response procedures, and what evidence the vendor will provide.
  - v. Please provide incidence response plans for a data breach.
  - vi. Has the vendor incurred a data breach in the last three years? If so, please provide details.
  - vii. Please detail how the vendor stores credit card numbers.

# **COVER SHEET FOR TECHNICAL PROPOSAL**

**(Sign and Submit with Technical Proposal)**

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP.

---

Vendor's Name

---

Title

---

Signature

---

Date

## ATTACHMENT B

# VENDOR INFORMATION SHEET

This form must be completed and submitted with bid response. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_  
\_\_\_\_\_

Vendor Response Prepared By: \_\_\_\_\_

Signature: \_\_\_\_\_

# ATTACHMENT C

Exhibit C 1

## Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #: \_\_\_\_\_

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
February 29, 2016	\$11.68

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

**In order to be considered responsive to the Bid/RFP, you must submit this form.**

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

☐ I believe that I am exempt from Chapter 111 for the following reasons:

\_\_\_\_\_  
Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on \_\_\_\_\_ (date).

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_



# Insurance and Indemnity Form

## **General Indemnity:**

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any act or omission of Contractor, or its agents or guests, which may arise out of or are connected with the activities covered by the agreement.

## **Insurance:**

Contractor must, at the time of the award evidence and maintain, during the term of the agreement, policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractor's activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities pursuant to the award. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts and any other project-specific insurance as requested:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation	Statutory
Employers Liability & Disease	\$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Contractual Liability	
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements
Cyber Liability	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

Milwaukee County shall be named as and Additional Insured on the general liability and auto liability policies as its interests may appear in respect to the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation

policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Director of Risk Management as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

# CONFLICT OF INTEREST STIPULATION

**(Sign and Submit with Technical Proposal)**

For purposes of determining a possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member of any Milwaukee County employee, agent or representative is also an owner, officer, employee, agent or representative of the business submitting the bid.

Please answer below either YES or NO to the question of whether any Milwaukee County employee, agent or representative or immediate family member is also an owner, officer, employee, agent or representative of your business:

YES \_\_\_\_\_

NO \_\_\_\_\_

If the answer to the question above is YES, then identify the name of the individual, the individual's position with Milwaukee County, and the individual's relationship to your business:

Name \_\_\_\_\_

County \_\_\_\_\_

Position \_\_\_\_\_

Business Relationship \_\_\_\_\_

The appropriate corporate representative must sign and date this Conflict of Interest Stipulation below:

Printed Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# SWORN STATEMENT OF BIDDER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at \_\_\_\_\_,

City, State

On oath, depose and say I am the \_\_\_\_\_

Official Title

Of the Bidder, \_\_\_\_\_,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal Address

**Subscribed and sworn to before me**

This \_\_\_\_\_ day of \_\_\_\_\_,

Notary Public, \_\_\_\_\_ County

State of \_\_\_\_\_

My commission expires \_\_\_\_\_.

**EEOC COMPLIANCE**  
**(Sign & Submit with Technical Proposal)**

**2016 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE**  
**FOR MILWAUKEE COUNTY CONTRACTS**

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or



advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

#### Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

#### Disadvantaged Business Enterprise (MCGO Chapters 32, 42, 56 and CFR 49 part 23)

CONTRACTOR shall comply with Milwaukee County General Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged minority and/or women business enterprise (DBE) for contracts funded with federal and county money and those funded only by county money. CONTRACTOR will ensure that DBE's have the maximum opportunity to participate in this project.

#### Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

#### Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County before the award of any subcontracts, and that it will retain such certifications in its files.

#### Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

#### Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to:

Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit,  
633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: \_\_\_\_\_. CONTRACTOR certifies that it has the following total number of employees in its workforce:

\_\_\_\_\_.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_  
(Signature/Title)

# **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(Sign and Submit with Technical Proposal)**

The applicant certifies to the best of its knowledge and belief that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding the date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding the date of this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

# PROPRIETARY INFORMATION DISCLOSURE FORM

**(Sign and Submit with Technical Proposal)**

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Signature \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Type or Print Date \_\_\_\_\_

# COVER SHEET FOR PRICING PROPOSAL

**(Sign and Submit with Price Proposal)**

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

---

Vendor's Name

---

Title

---

Signature

---

Date



ATTACHMENT K

# **COST PROPOSAL SUBMISSION FORM**

*See attached.*



[illegible]

**GMIA AVI & Dispatch System RFP - 2016**

**2016 Project Costs - Ongoing Fees:**

Quantity	Unit	Cost per unit	Total Cost
10	Years		
120	Months		
120	Months		

## SUPPORT

Software License Fee: \_\_\_\_\_

**System Support / Maintenance:**

**Additional Ongoing Fees:**

**TOTAL Ongoing Fees:**

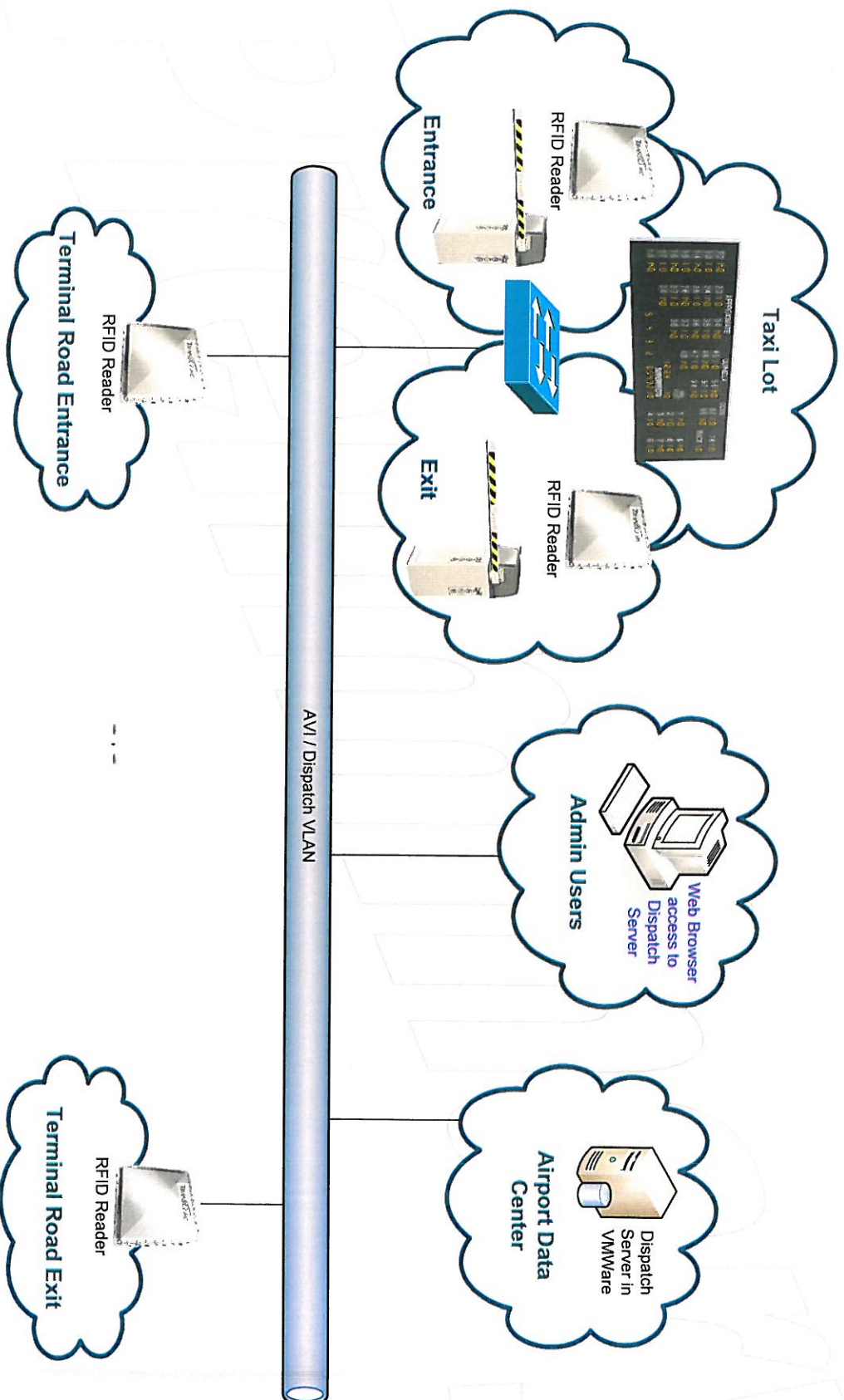
[illegible]







*This document is for information only and not suitable for bidding or construction*



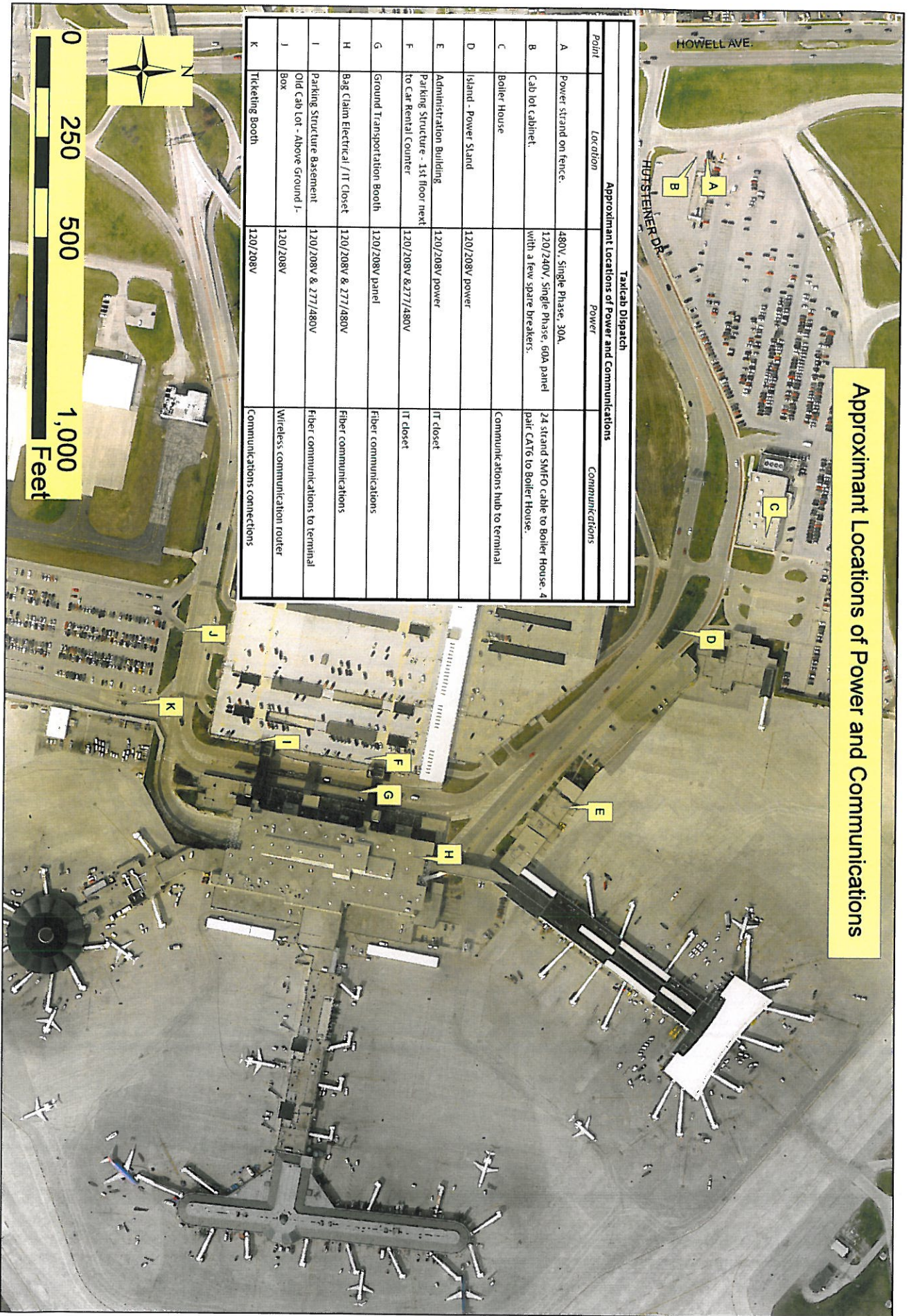
APPENDIX B

Taxi Dispatch Architecture



# Approximant Locations of Power and Communications

Taxicab Dispatch			
Point	Location	Power	Communications
A	Power strand on fence.	480V, Single Phase, 30A.	24 strand SMFO cable to Boiler House. 4
B	Cab lot cabinet.	120/240V, Single Phase, 60A panel with a few spare breakers.	pair CAT6 to Boiler House.
C	Boiler House		Communications hub to terminal
D	Island - Power Slant	120/208V power	
E	Administration Building	120/208V power	IT closet
F	Parking Structure - 1st floor next to Car Rental Counter	120/208V & 277/480V	IT closet
G	Ground Transportation Booth	120/208V panel	Fiber communications
H	Bag Claim Electrical / IT Closet	120/208V & 277/480V	Fiber communications
I	Parking Structure Basement	120/208V & 277/480V	Fiber communications to terminal
J	Old Cab Lot - Above Ground J-Box	120/208V	Wireless communication router
K	Ticketing Booth	120/208V	Communications connections



DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

**GENERAL CONDITIONS**

General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition, (Fifteenth Edition), are incorporated by reference and are a part of this Project Manual. Copies of AIA Documents are on file for review at the Department of Administrative Services, Architecture, Engineering and Environmental Services Section, Milwaukee County, 633 West Wisconsin Avenue, Suite 1000, Milwaukee, WI 53203.

**SUPPLEMENTS**

Following supplements modify "General Conditions of the Contract for Construction," AIA Document A201, Fifteenth Edition, 1997. Where a portion of General Conditions is modified or deleted by these Supplementary Conditions, unaltered portions of General Conditions shall remain in effect.

**ARTICLE 1      GENERAL PROVISIONS****1.1.8 MISCELLANEOUS DEFINITIONS**

- .1 Owner: Milwaukee County.
- .2 Architect and or Engineer: Wherever term Architect and or Engineer is used it shall mean designated representative of Architecture, Engineering and Environmental Services Section of Department of Administrative Services of Milwaukee County and General Mitchell International Airport.
- .3 Prime Contractor and or Project Integrator and or Proposer: Firm having a contract directly with Owner.
- .4 Furnish: Supply and deliver to Project site, ready for installation.
- .5 Install: Place in position, ready for service or use.
- .6 Provide: Furnish and install, complete and ready for intended use.

**1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

In case of disputes over words and abbreviations that have well known or trade meanings, Engineer's interpretation of terms shall be final.

1.2.4 Sections of Division 1 - General Requirements govern execution of work of all Sections of Specifications.

**ARTICLE 2      OWNER****2.1 GENERAL**

2.1.2 Owner upon reasonable request will furnish to Subcontractors information which is necessary for filing a lien on money due or to become due Prime Contractor.

**2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

2.4.1 If Contractor defaults or neglects to carry out Work in accordance with Contract Documents and fails within seven days after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, after 7 days following receipt by Contractor and without prejudice to other remedies Owner may have, correct deficiencies. In such case, appropriate Change Order shall be issued deducting from payments



then or thereafter due Contractor, cost of correcting such deficiencies, including compensation for Engineers' additional services and expenses made necessary by such default, neglect or failure. Such action by Owner and amounts charged to Contractor are both subject to prior approval of Architect. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay difference to Owner.

## ARTICLE 3 CONTRACTOR

### 3.4 LABOR AND MATERIALS

3.4.6 Labor: Contractors and subcontractors employed upon work shall be required to conform to Labor Laws of the State of Wisconsin and various acts amendatory and supplementary thereto and to other laws, ordinances, and legal requirements applicable thereto.

### 3.6 TAXES

3.6.2 Contractor shall be exempted from state sales tax under the following conditions: "The sales price [of a normally taxable item] sold to a construction contractor who, in fulfillment of a real property construction activity, transfers the [item] to [a government entity, including Milwaukee County], if such [item] becomes a component of a facility in the State of Wisconsin that is owned by Milwaukee County. In this subsection, 'facility' means any building, shelter, parking lot, parking garage, athletic field, athletic park, storm sewer, water supply system, or sewerage and waste water treatment facility, but does not include a highway, street or road. Contractor shall apply for the sales tax exemption and provide Owner with State sales tax exemption documentation.

### 3.7 PERMITS, FEES AND NOTICES

Owner will pay State of Wisconsin plan examination fee when applicable. Contractor for Contract shall secure and pay cost of permits. Certificates of Inspection and a copy of Permits shall be delivered to Engineer promptly upon receipt.

## ARTICLE 4 ADMINISTRATION OF THE CONTRACT

### 4.2 ENGINEERS'S ADMINISTRATION OF THE CONTRACT

4.2.10 Owner will have a project representative to coordinate with and assist Engineer in carrying out Engineer's responsibilities at site.

### 4.4 RESOLUTION OF CLAIMS AND DISPUTES

Owner reserves right to have claims, disputes, or other matters in question decided by litigation. If Owner waives right to litigation, then provisions stated under paragraphs 4.4, 4.5 and 4.6 shall apply, except that additional parties including consultants may be included.

## ARTICLE 5 SUBCONTRACTORS

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Submit list of Subcontractors and Material Suppliers before or at preconstruction meeting.

If agreement on subcontractors cannot be reached, Milwaukee County reserves the right to delete that particular portion of work from Contract and let separate Prime Contract for same.

## ARTICLE 8 TIME

## 8.1 DEFINITIONS

8.1.2 Date of commencement of Work is date established in Notice to Proceed. If there is no Notice to Proceed, it shall be date Owner signs Agreement. Date shall not be postponed by failure to act of Contractor or of persons or entities for which Contractor is responsible.

## 8.2 PROGRESS AND COMPLETION

1. It is agreed that date of beginning, rate of progress, and time for completion of Work to be done are essential conditions of this Contract, and that Work shall be commenced when Owner gives Contractor written Notice to Proceed.
2. If Contractor neglects, fails, or refuses to complete Work within time specified or extension granted by Owner, Contractor agrees to pay Owner Five Hundred Dollars (\$500) per calendar day, not as penalty but as liquidated damages, for each day of default. This amount is agreed upon because of the impracticality and difficulty of ascertaining actual damages to Owner with respect to inconvenience to public, added cost of engineering and supervision, and other items, such as rent, interest, services, and user benefits. Contractor shall complete required punch list correction items within 30 calendar days after the established substantial completion date. If Contractor neglects, fails, or refuses to complete punch list correction items within the 30 calendar days, Contractor agrees to pay Owner an additional Five Hundred Dollars (\$500) per calendar day, not as penalty but as liquidated damages, for each day of default.
3. Contractor shall not be charged with liquidated damages when delay in completion is due to:
  - (1) .1 Preference, priority or allocation order fully issued by Government;
  - (2) .2 Acts of God or of public enemy, acts of Owner, acts of another Contractor in performance of Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes - labor disputes, freight embargoes, and unusually severe weather and;
  - (3) .3 Delays of Subcontractors or suppliers occasioned by the causes specified in Subclauses .1 and .2 of this Clause;
  - (4) .4 Within seven days from beginning of such delay, Contractor shall notify Owner, in writing, of cause of delay. Owner shall ascertain justification for delay and notify the Contractor within reasonable time of its decision regarding imposition of liquidated damages.
4. If Contractor cannot complete Work on or before time specified, written request for extension of time may be made. Reason justifying extension shall be set forth fully. If Owner finds that Work was delayed because of conditions beyond control of Contractor, or that quantities of Work to be done are in excess of estimated quantities by amount sufficient to warrant additional time, it may grant extension of time for completion. Extended time for completion shall then be considered as in full force and effect as if it were original time for completion.
5. Should Contractor fail to complete Work within time agreed upon or within such extra time as may be allowed by extensions, there shall be deducted from monies due or that may become due Contractor sum of liquidated damages sustained.

6. Permitting Contractor to continue and finish Work or part thereof after time affixed for its completion or after date to which time for completion may have been extended shall in no way operate as waiver on part of Owner or Owner's rights under Contract.

### 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.3 Owner shall not be liable to Contractor and/or Subcontractor for claims or damages or monetary claims caused by or arising out of delays. Sole remedy against Owner for delays shall be allowance to claimant of additional time for completion of Work, amount thereof to be determined by Engineer in accordance with foregoing provisions of above subparagraphs.

### 9.8 SUBSTANTIAL COMPLETION

Substantial Completion will be established using Owner's form.

With Owner's approval and by Architect's determination, amount equal to 3 times established cost to complete or correct items on list may be retained until Final Completion, but in no event shall the total retainage be more than 10% of the value of the work completed.

### 9.10 FINAL COMPLETION AND FINAL PAYMENT

- .1 Subsequent inspection trips to check unfinished work on punchlist will be paid for by Contractor at Engineer's regular rate.
- .2 Additional items of work which cannot be completed by established completion date of original contract shall not preclude payment of final retainage of original base contract.
- .3 Affidavit stating total wages and benefits paid to each employee shall accompany final application for payment. See Clause 3.4.7.4 of these Supplementary Conditions. (Copy of affidavit form is available from Milwaukee County.)

### 13.10 INDEPENDENT CONTRACTOR

13.10.1 Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Owner or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

### 13.11 PROHIBITED PRACTICES

13.11.1 Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest with County.

13.11.2 Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

END OF DOCUMENT

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